



**Agreement**

**between**

**Grand Valley State University**

**and the**

**Alliance of Professional Support Staff**

**10/1/2021 – 9/30/2025**

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## **AGREEMENT**

This Agreement entered into this October 1, 2021, between the Board of Trustees of Grand Valley State University (hereinafter referred to as the "University") and the Alliance of Professional Support Staff (hereinafter referred to as the "Alliance").

### **Section 1 Purpose and Intent**

- 1.1 The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interests of the University, its employees and the Alliance.

The parties recognize that the best interests of the University, its students and the job security of the employees depend upon the University's success in operating a state university in the most efficient manner to serve the needs of the people of the State of Michigan.

To these ends, the University and the Alliance encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees. It is understood that all University policies will be applied to all staff in the same manner.

### **Section 2 Recognition and Definitions**

- 2.1 Legal Basis. The Michigan Employment Relations Commission having conducted a representation election, and on January 14, 2014 having certified the Alliance as the exclusive bargaining agent, the University does hereby recognize the Alliance as the exclusive representative for all staff members in the unit as described in Section 2.2. of this Agreement for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement.

- 2.2 Description of Bargaining Unit. This Agreement shall be applicable for all of the regular full and part-time staff members in clerical, office, technical and engineering classifications as listed by position title on the Human Resources PSS Position Descriptions and Templates website. This excludes supervisors, faculty, executive, administrative and professional staff members, physical plant operations staff members, campus safety and security staff members, confidential staff members, all temporary staff members, and all other staff members.

- 2.3 Probationary Period. Probationary staff members are at will employees. The University may discharge or discipline probationary staff members for such cause and in such manner as it, in its sole and absolute discretion, deems appropriate and in the best interest of the University. Such discharge or discipline shall not be subject to the grievance procedure of this Agreement. The Alliance President and Chief Alliance Steward shall be notified of such discharge or discipline. The University shall have no obligation to re-employ a staff member who is discharged during the probationary period. While probationary staff members may be included in lists, there shall be no seniority among probationary staff members.

The normal probationary period shall be six months in length. Temporary staff members will be given credit towards completion of the probationary period for continuous previous employment

if hired in the same position (title and unit) on a regular basis.

2.4 Full-time Staff Members. The term "full-time staff member" shall mean a staff member whose normal schedule of work is 30 hours per week or more on a regular basis. The University shall not reduce hours on an across the board basis.

2.5 Part-time Staff Members. There are two types of part-time staff members. The term "benefit eligible part-time staff members" shall mean a staff member whose normal schedule of work is less than 30 hours per week and is 20 hours or more per week on a regular basis.

The term "non-benefit eligible part time staff member" (referenced in Banner as "limited part time") shall mean a staff member whose normal schedule averages less than twenty hours per week, but nevertheless, has a regular weekly schedule of eight hours or more. Such staff members shall be covered by this Agreement, but will only be eligible to participate in the following benefits:

Attendance at Community Events

Jury Duty

Pay for Military Duty

Uniforms

Workers' Compensation

If requested by the Alliance President, the University will provide to the Alliance, up to twice each year, a report of hours worked by part-time staff members. If requested by the Alliance President, the University will meet with the Alliance to discuss the hours worked by part-time staff members.

2.6 Academic Year Staff Members. The term "academic year staff member" shall mean a staff member holding a bargaining unit position that has been designated by the University as an "academic year position." An "academic year position" shall mean a position that has a normal work schedule that is dependent upon the University academic calendar and is normally less than 12 months.

Academic year work schedules will be arranged by the immediate supervisor and the Human Resources office and shall be at least 32 work weeks per 12 months. Schedules will be provided in writing to the staff member upon the commencement of employment. Prior to the beginning of each winter semester, notifications of the beginning and end dates for the next academic year schedule must be provided by Human Resources in writing to the staff member, the Alliance President, and the Chief Alliance Steward. Subsequent changes to the beginning and end dates of the next academic year schedule can be made by mutual agreement between the supervisor and staff member. Notification of changes will be provided to Human Resources.

A staff member in an academic year position shall be eligible for benefits depending upon their status as full-time or part-time and as expressed elsewhere in this Agreement.

Any staff member in a position that is changed to an academic year position while said staff

member is in the position shall have the right to remain in the position or to elect the rights provided in Section 8.5.

2.7 Student Employees. The Alliance recognizes and respects the University's commitment to provide employment opportunities for students who, by definition in section 2.2 of this Agreement, are excluded from the bargaining unit. No bargaining unit position shall be reduced in force, schedule, or pay due to our shared commitment to student employment.

2.8 Temporary Employees. While temporary employees are excluded from the bargaining unit, in the event a temporary employee is hired to work for more than six consecutive months, the Human Resources office shall notify the President of the Alliance. Such notice shall identify the temporary employee, the position, and how long the temporary employee is expected to work.

After such notice, the Alliance may request a meeting to review the need for the temporary position, and discuss the future of the temporary position. This section is not intended to limit the University's right to use temporary employees for recurring short-term requirements.

### **Section 3 Responsibilities of Agreeing Parties**

3.1 Solicitation and Alliance Activities. The Alliance agrees that it will not solicit staff members for membership, payment of dues or conduct Alliance business on the University's time, excluding lunch breaks and rest periods for those involved in those activities.

The Alliance shall have right to use available University facilities and ordinary computer equipment (limited to Word, Excel, and Access) and duplicating equipment outside regular working hours. Advance approval must be obtained at least 48 hours prior to the scheduled use of facilities. Paper and copy costs are to be paid. No charge shall be made for use of rooms unless fees are typically assessed to GVSU departments for the use of the particular space requested. The University may charge the Alliance for special custodial services when necessary, damages to equipment, facilities and other properties when attributable to such use.

Alliance members shall have the right to distribute a reasonable amount of official material by bulk distribution or e-mail to other members (copy to Human Resources) as long as such distribution does not interfere with the normal operation of the work area or the performance of staff members. Whenever representatives of the Alliance are scheduled to participate in conferences, meetings or negotiations with the University by mutual agreement during working hours, they shall suffer no loss of pay.

3.2 Strikes, Lockouts and Interference. The Alliance and its officers and agents agree that they shall not authorize or conduct a strike against the University during the life of the Agreement. The Alliance and its officers and agents further agree that they shall not authorize, conduct or participate in sit-downs, slowdowns, work stoppages or any other acts of a similar nature. In the event of the violation of this provision, the Alliance will act to remedy or terminate such violation. The University agrees that it will not engage in a lockout for the life of the Agreement.

3.3 Discrimination. The Alliance agrees that it will not in any way, in matters of membership, administration of union affairs, or in the administration of this Agreement, discriminate against staff members because of age, color, disability (as defined by the Americans with Disabilities Act), familial status, height, marital status, national origin, political affiliation, race, religion,

sex/gender (including gender identity and expression), sexual orientation, union membership, veteran status, or weight and as required by law.

The Alliance and University agree that they will work together to take all actions necessary to comply with all applicable laws, especially as they apply to the matter of reasonable accommodation.

3.4 Financial Information. The University shall make available to the Alliance, upon request, the annual budget report to the Board of Trustees.

3.5 University's Responsibilities. The University reserves and retains its management rights and functions. Such rights, by way of illustration, include, but are not limited to:

- A. Full and exclusive control of the management of the University, the supervision of all operations, the methods, processes, and means of performing any and all work, the control of the property and the composition, assignment, direction, and determination of the size of its working forces;
- B. The right to change or introduce new or improved operations, methods, means or facilities;
- C. The right to hire, schedule, promote, reassign, transfer, release, and lay off staff members;
- D. The right to suspend, discipline, and discharge staff members for cause;
- E. The right to establish rules and regulations which shall be published and issued to each staff member or posted on bulletin boards and it is understood that the rules include any illegal acts;
- F. The right to subcontract such portions of the work which may be done by bargaining unit staff members as the University deems to be in its best interest; and to otherwise maintain an orderly, effective and efficient conduct of its affairs. In no case shall a regular staff member covered by this Agreement be laid off or take a reduction in pay as a result of outside contracting of the bargaining unit work. However, this provision does not apply to individuals laid off as a result of outside contracting of an operation as described below.

In the event that the University is considering outside contracting of a University operation employing APSS bargaining unit member(s) (e.g. printing services, bookstore, Public Broadcasting, etc.), the University will call a special conference with the Alliance at least one month prior to the official notice of the operation's close-down. The University will make available all data and information upon which the close-down was based. The Alliance shall be given an opportunity to respond to any University proposal and such response will be given consideration by the University. In the event the University decides to go ahead with the operation's close-down involving position(s) represented by the bargaining unit, then the Alliance and the individual(s) involved shall be given notice as follows:

Less than two years of service - One month's notice

Two years, but less than five years of service - Two months' notice



Five years, but less than 10 years of service - Three months' notice

10 or more years of service - Six months' notice

The University may continue the individual's pay, for the period specified above or any portion of that period, in lieu of the notice.

The University shall provide the following to each bargaining unit member whose position is eliminated as a result of outside contracting:

1. Full rights under Section 8 of this agreement.
2. Outplacement services available through the University.
3. Payment for the first two months of COBRA medical and dental benefits.
4. Full credit for seniority earned in the event the staff member returns to their position.

G. These rights of management are subject to the terms and conditions of this Agreement.

- 3.6 Discrimination. The University agrees that it will not discriminate against any staff member in matters of employment, promotion, demotion and assignment because of age, color, disability (as defined by the Americans with Disabilities Act), familial status, height, marital status, national origin, political affiliation, race, religion, sex/gender (including gender identity and expression), sexual orientation, union membership, veteran status, or weight and as required by law.

The Alliance and the University agree that they will work together to take all actions necessary to comply with all applicable laws, especially as they apply to the matter of reasonable accommodation.

- 3.7 Investigation. Suspension not to exceed five working days may be imposed, in extreme circumstances, to allow time for a complete investigation. Time limits may be extended by mutual consent between the Alliance and University. If no discipline results, pay will not be interrupted during suspension. The University agrees to notify the affected employee, the Alliance President, and the Chief Alliance Steward at the time of suspension of the allegations being investigated. The University will make available an area for the employee to discuss the suspension with the Chief Alliance Steward, or designee, prior to the employee being required to leave University property, except when such a circumstance is so extreme as to warrant immediate removal, which will remain at the discretion of the University. For descriptive purposes only, a circumstance extreme enough for immediate removal includes, but is not limited to: fighting, possession of a weapon, threats, bodily harm, sexual harassment, and abusive language.

For all discipline, investigations, and decisions implicating a Title IX violation, the procedures followed will be in accordance with University Title IX policies.

- 3.8 Discipline. The University recognizes that all discipline must be work related and will only be given for just cause. The University and the Alliance recognize that, whenever possible, formal discipline shall be preceded by informal measures such as verbal discussions, constructive feedback, coaching, professional development, or performance improvement plans. Formal

discipline includes a first written warning, a second written warning, disciplinary layoffs, and termination of employment. Disciplinary steps are intended to be progressive and constructive in nature.

Any time formal discipline is given, the University administrator imposing discipline will inform the staff member of the charges against them and their right to contact the Alliance for representation. Whenever possible, this notification will take place one business day in advance of the disciplinary meeting. The staff member has the right, upon request, to Alliance representation by the Chief Alliance Steward, or their designee, at any disciplinary meeting.

Formal discipline will be sent to the Human Resources office for the staff member's personnel file. Copies of formal discipline will be sent to the staff member, supervisor, and the Chief Alliance Steward. The staff member may request that no notification is provided to the Alliance.

The University will not consider prior infractions older than four years in imposing formal discipline. However, there may be exceptions in cases of serious misconduct or where the conduct of the staff member shows a pattern serious enough to warrant consideration of previous formal discipline.

In cases of disciplinary layoff or termination, the staff member will be allowed to meet with an Alliance representative before the staff member is required to leave the property of the University. In the event that the staff member declines Alliance representation, the University shall notify the Alliance of the actions taken.

For all discipline, investigations, and decisions implicating a Title IX violation, the procedures followed will be in accordance with University Title IX policies.

3.9 Complaint Procedure. For the purposes of this provision, a complaint is defined as an issue that is not an appropriate subject for a grievance as defined in Section 6 of this Agreement. If an employee has a complaint about a situation related to a University policy not applicable to the provisions of this Agreement, the staff member or Chief Alliance Steward, or their designee, may submit the complaint in writing to the Director of Staff Relations. The staff member has a right to Alliance representation during any complaint procedure or conflict resolution process. Complaints shall be answered as soon as reasonably possible, but in no event shall an answer be delayed more than seven business days, unless the time for an answer is extended by mutual agreement. If the employee and the Alliance are dissatisfied with the answer they may request a Special Conference.

3.10 Special Conferences. Special conferences for important matters may be arranged between the Alliance President, the Chief Alliance Steward, and the Director of Staff Relations or their designated representatives upon request of either party. Such meetings shall not be for the purpose of conducting bargaining negotiations, nor to in anyway modify, add to, or detract from the provisions of the Agreement. Such meeting shall be between at least two representatives of the University and at least two representatives of the Alliance. Arrangements for such special conferences shall be made 10 business days in advance and a written agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. The agenda shall include a list of participants which will not be changed except on prior agreement by both parties. Matters taken up in special conference shall be confined to those included in the agenda. The members of the Alliance shall not lose time or pay for time spent in such special

conferences. Human Resources shall prepare a summary of the conference in writing within seven business days. The summary of the conference shall be subject to joint approval.

#### **Section 4 Alliance Security**

- 4.1 Check-Off Authorization. The University will honor voluntary check-off of dues or payment deduction authorizations submitted in writing to the University on the form provided for this purpose, with the form identifying the purpose, amount and frequency of the deduction. After initial authorization of the deduction, the Alliance Business and Financial Director shall certify to the University the amount of dues (which may be changed one time each 12 months for all covered employees) and the University may rely upon such certification in deducting the dues. Deduction authorizations shall be effective the next pay period when a deduction would normally be executed, providing the authorization form is received by the University before each pay period and only for those staff members who have signed the payroll deduction form and who received paychecks at that time. The total amount deducted shall be sent to the Alliance along with a list of persons for whom deductions were made. The University shall have no responsibility for the collection of initiation fees, special assessments nor for collection of dues, except as provided herein.
- 4.2 Cancellation of Alliance Dues. Any staff member may cancel the payroll deduction authorization at any time by written notification to the University on a form provided by the University for this purpose. The cancellation shall be effective the next following pay period.
- 4.3 Limit of University's Liability. The University shall not be liable to the Alliance by reason of the requirements of the Agreement for the remittance of payment of any sum other than that constituting actual deduction under an authorization as provided above and made from wages earned by staff members.
- 4.4 Indemnification. The Alliance shall hold the University harmless and indemnify the University for any claims or expenses or liability incurred relating to the deductions provided for herein. This clause shall be effective prospectively only and shall remain in effect for the term of this Agreement.

#### **Section 5 Alliance Representatives**

- 5.1 Notification. The Alliance will notify the University of the area representatives' names and areas represented, the Alliance Member Relations representatives, and also the names of the current officers. The list will be provided at the beginning of each academic year and will be kept up-to-date by the Alliance. The University will be notified as changes occur.

#### **Section 6 Grievances**

- 6.1 Definition. A grievance is defined as a disagreement concerning the interpretation and application of the provisions of this Agreement or disciplinary action.
- 6.2 Procedure.

Step 1. When a staff member(s) has a grievance, the staff member(s) (or Alliance if the staff

member(s) so requests) shall first talk with the supervisor about the grievance no later than 10 work days after learning of the incident upon which the grievance is based. (If the grievance involves a termination, the staff member will go directly to Step 2.)

Step 2. If the grievance is not resolved in Step 1, and the staff member wishes to proceed further, the staff member has 10 work days to appeal, in writing, the grievance to the Human Resources office. The staff member shall identify the section of this Agreement which has been violated and the remedy requested. The Human Resources office representative has 10 work days after receipt of the appeal to hold a meeting with the staff member and the supervisor to discuss the grievance. After the meeting is held, the Human Resources office's representative will communicate an answer, in writing, to the staff member within 10 work days.

Step 3. If the grievance is not resolved at Step 2 and the staff member and the Alliance wish to proceed further, they have 10 work days to appeal the grievance to the Human Resources office. The Human Resources office has 10 work days after receipt of the appeal to hold a meeting to discuss the grievance. After the meeting is held, the Human Resources office's representative will communicate an answer, in writing, to the staff member and the Alliance within 10 work days. This Step 3 meeting shall not include the supervisor(s) of the grievant nor the grievant.

Step 4. Arbitration. If the grievance is not resolved at Step 3 and the staff member and the Alliance wish to request arbitration of the grievance, they shall do so in writing no later than 30 work days from the date of that Human Resources office answer. The parties shall attempt to select an arbitrator within 10 work days from the date of the request for arbitration. In the event the University and the Alliance cannot agree upon an arbitrator within that time, the arbitrator shall be selected from an acceptable list obtained from the American Arbitration Alliance. The arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement, nor shall the arbitrator substitute their discretion for that of the University or the Alliance, nor shall the arbitrator exercise any responsibility or function of the University or the Alliance. The arbitrator's decision shall be final and binding on the parties, and the decision shall be rendered within 30 work days after the conclusion of testimony and argument. Expenses for the arbitrator's services and the proceedings shall be borne equally by the University and the Alliance except those expenses associated with compensating the representatives and witnesses. If either party desires a record of the proceedings, it may obtain same at its own expense, and a copy must be provided to the other party. There shall be no appeal from an arbitrator's decision. Each such decision shall be final and binding upon the Alliance and its members, the staff member or staff members involved, and the University. The Alliance and the University will discourage any attempt to appeal to any Court or Labor Board from a decision of any arbitrator. The above in no way precludes the possibility of representatives of the University and the Alliance meeting and arriving at mutually agreed upon binding decisions prior to arbitration.

6.3 Time Limits. Time limits may be extended by mutual consent. Grievances not processed by the Alliance within the prescribed time limits shall be prohibited from advancing. Should the University fail to meet the time limits the grievance may be advanced to the next step.

6.4 Individual and Alliance Rights. A staff member may request that an Alliance representative be present at any grievance meeting. Nothing contained in this section shall be construed as limiting the right of any individual staff member to present grievances to University officials and to have those grievances adjusted without the intervention of the Alliance, except that the adjustment shall not be inconsistent with this Agreement and the Alliance shall be given the

opportunity to be represented at such adjustment.

- 6.5 Alliance Grievance. If the Alliance has a grievance which is not an appropriate grievance under Section 6.2 of the grievance procedure, a meeting shall be held between the parties to discuss and attempt to resolve the matter before utilizing any other forum. Upon written request of the Alliance within 10 work days from the date of occurrence of the incident giving rise to the grievance, a meeting shall be scheduled as soon as possible at a mutually agreed upon time and place. If the parties are unable to resolve the grievance, the parties will attempt to mutually agree on the manner and forum in which to resolve the grievance.

## **Section 7 Vacancies and Transfers**

- 7.1 Vacancies. For the purposes of this Agreement, a vacancy shall be defined as a position previously held by a bargaining unit member that needs to be filled, or a newly created PSS position. For the purposes of this section, 'necessary parties' is defined as the Appointing Officer, Alliance President, Chief Alliance Steward, Affirmative Action, and Human Resources. For the purposes of this section, 'internal' is defined as a staff member that holds a bargaining unit position. For the purposes of this section, 'qualified' is defined as meeting the required qualifications of the position description.

All vacancies will be posted for a minimum of seven working days unless filled by organizational advancement, transfer, reassignment, or recall of a laid off staff member. Notice of vacancies will be given to the Alliance President and Chief Alliance Steward at the time they are posted on the University's applicant tracking system. A vacancy will not be filled until after the posting period has expired. Job postings shall include the classification, department, location(s), work schedule, and the position description. At the time of offer, the University shall notify the selected staff member of any known or impending changes in the position. The search committee will include a PSS member.

- A. External Posting. Typically, vacancies will be posted as an open search available for both internal and external applicants. All qualified internal applicants will receive an interview. The search committee must present strong justification for not selecting a qualified internal applicant. Following interviews, the more senior staff member will receive the assignment when selecting between equivalent internal applicants.
- B. Internal Posting. When all necessary parties agree, a job posting may be limited to internal applicants. The University reserves the right to require that postings be internal only. All qualified applicants will receive an interview. The search committee must present strong justification for not selecting a qualified applicant. Following interviews, the more senior staff member will receive the assignment when selecting between equivalent applicants.
- C. Organizational Advancement. When all necessary parties agree, a bargaining unit member may be offered a vacant position under the same Appointing Officer.

The Search Committee Chairperson will provide the Human Resources office with non-selection reasons. The Human Resources office, the Alliance President, and the Chief Alliance Steward will approve non-selection reasons for internal applicants. The Human Resources office, or their designee, will notify internal applicants with rationale for the decision. Within one business day of notification, non-selected internal candidates may contact the Chief Alliance Steward to

request a meeting with the Search Committee Chairperson, a Human Resource representative, and an Alliance representative to discuss the reason for non-selection. Within three business days of this meeting, the Alliance must notify the employer that the meeting has been the step one meeting of the grievance process. If a meeting is requested or a grievance is filed, the position cannot be filled until this process is completed.

7.2 Transfers. For the purposes of this Agreement, a transfer shall be defined as the change of a bargaining unit member's position within the University. Transfers shall be with the consent of the staff member whenever possible, but when there is no reasonable alternative, a transfer may be involuntary. When involuntary transfer is required, the least qualified senior staff member shall be transferred to a similar position (e.g., classification, full-time or part-time), or be given the option of electing an unpaid leave of absence. A staff member electing an unpaid leave of absence will maintain eligibility only for the next vacancy in their classification for which they are qualified. A staff member refusing the next vacancy for which they are qualified shall be considered to have resigned. That person shall be disqualified from consideration when the position from which they were transferred is posted.

7.3 Temporary Job Location Changes. In the event that circumstances necessitate temporary changes in work location, the University will discuss such changes with the staff member and will work with the individual staff member to accommodate personal circumstances. Options available to the University and the staff member, may include, but are not limited to the following:

- A. In the event of child and/elder care concerns; the staff member's starting and ending time may be adjusted to allow for additional travel time to reach the temporary location.
- B. In the event of transportation concerns, the staff member may report to their normal work location at the regular reporting time and may take the regularly scheduled shuttle bus service to the temporary work location. The ending time of the shift may be adjusted to allow time for the staff member to return to the designated work location by the end of their regular shift.
- C. In the event that the temporary location of assignment results in additional mileage to the staff member, they will be eligible for reimbursement pursuant to the University travel policy.

7.4 Permanent Job Location Changes. In the event that circumstances necessitate permanent changes in work location, the University will discuss such changes with the staff member. It is recognized that other working schedules may be arranged by the supervisor and Human Resources after consultation with the directly affected staff member to accommodate personal circumstances. It is expected that all reasonable options will be considered when deciding on work schedule changes.

7.5 Temporary Work Assignments. When a staff member's position has been temporarily eliminated or substantially reduced during slow periods, they may be assigned to other tasks without an increase or decrease in regular pay until the end of the slow period. Involuntary temporary work assignments shall be held to a minimum.

Nothing in this section is intended to limit the University's right to assign staff members to different campus

locations in order to meet staffing needs.

## **Section 8 Seniority and Reduction in Force**

- 8.1 Definition. For the purpose of this Agreement, 'seniority date' will mean the day on which a staff member began uninterrupted employment in the APSS bargaining unit at the University.
- 8.2 Determination of Seniority. Seniority records shall be maintained by the University and shall be based on the staff member's seniority date. The University shall maintain current records on seniority for use where applicable in this Agreement. A seniority list shall be provided to the Alliance President on request, but not to exceed six times per year.
- 8.3 Loss of Seniority. A staff member shall lose seniority if:
- A. The staff member retires, is discharged, or quits (a staff member shall be considered to have quit on the last day worked if such staff member is absent from work three or more consecutive working days without a contractually acceptable excuse).
  - B. The staff member does not return to work upon the expiration of a leave of absence without a contractually approved excuse.
  - C. The staff member fails, without an approved reason, to return from layoff within 10 calendar days after being notified or recalled by the University.
  - D. The staff member has been on layoff for a period longer than 18 months, or the staff member's length of seniority, whichever is less.
  - E. The staff member has accepted a permanent non-bargaining unit position with the University.
- 8.4 Reduction by Attrition. The University agrees that should a reduction in force be required, the University will make a good faith effort to do so through attrition. The Alliance President and Chief Alliance Steward shall be notified of the positions to be reduced.
- 8.5 Further Reduction. If the University is unable to accomplish the necessary task by attrition, the University shall select the area(s) of reduction and communicate with the affected staff member(s). Non-probationary staff members will be given a minimum of 10 business days' notice prior to reduction in force. If 10 business days' notice cannot be given, severance pay will be provided in lieu of notice for each workday lost during the 10 business day period. Each affected staff member shall notify the Human Resources office in writing within 10 business days prior to the effective layoff date, their decision to elect one of the following:
- A. Reassignment to any open job in a similar or lower classification level for which they meet the required qualifications of the position description. If the staff member is assigned to a position with a lower pay rate, the staff member's rate before assignment is maintained for nine months, after which they will go to the rate of the job assigned; or,
  - B. Bump into the position of the least senior person in the same or any lower classification level (having less seniority than the staff member bumping) provided they bump within the

same full-time or part-time status and will be paid the rate of the job effective with the reassignment, provided the staff member meet the required qualifications of the position description. Due to the specialized nature of the position, this bumping provision does not apply to the Dispatcher position; or,

C. Elect a voluntary layoff.

Failure to notify the Human Resources office within 10 business days prior to the effective layoff date will default to option C.

Full-time staff members shall not be required to accept assignment to part-time positions. Non-academic year staff members shall not be required to accept assignment to academic year positions. Academic year staff members shall not be required to accept assignment to positions that are not academic year positions. Academic year staff members who are bumped or are in a position that is affected by a reduction may only bump into other academic year positions (in addition to choices A. and C. above).

8.6 Staff Members on Layoff. Staff members on layoff shall be entitled to purchase health and/or dental benefits in accordance with applicable COBRA guidelines. Staff members on layoff shall be entitled to purchase life insurance benefits at the group rate, for the length of layoff.

8.7 Recall. Staff members on layoff or reassigned to a position under the provisions of 8.5 shall be entitled to recall to an available open position in the same job title or in the same classification level for 18 months, or the length of their seniority, whichever is less. Recall shall be in the order of seniority, provided the staff member meets the required qualifications of the position description. Staff members on layoff may be reassigned to open positions, provided that if a staff member is reassigned to a position with a lower pay rate than their rate at time of layoff, then the staff member shall be paid their rate prior to layoff for six months. After six months staff members reassigned to a position with a lower pay rate will go to the rate of the job assigned. Full-time staff members shall not be required to accept assignment to part-time positions. Non-academic year staff members shall not be required to accept assignment to academic year positions. Academic year staff members shall not be required to accept assignment to positions that are not academic year positions. Recall and reassignment notices shall be made in writing to the last address furnished to the Human Resources office. A copy of the notice shall be sent to the Alliance. A staff member refusing recall or reassignment under these provisions shall be considered to have resigned.

## **Section 9 Working Hours**

9.1 Regular Week. A regular full-time week shall be determined by the University and consist of 40 hours per calendar week which shall normally consist of five consecutive days of eight hours each day on the same shift, followed by two consecutive days off work. Regularly scheduled shifts shall have at least an eight-hour turnaround time. In the event that regularly scheduled work is performed within the eight-hour turnaround period, the work shall be compensated at the rate of time and one-half. Only regular scheduled hours shall be considered for the purpose of determining the eight-hour turnaround period. Working schedules may be modified by mutual agreement between the staff member and the supervisor. Every effort will be made to accommodate the needs of the staff member. In the event that there is no mutual agreement, the University's rights in 3.2.1 will apply. Staff members electing reduced summer schedules



will maintain their normal benefits.

9.2 Shift. A full-time shift shall normally consist of a nine consecutive hour time period, determined by the University, of which one hour shall be used for a lunch period without compensation. A one-half hour lunch period may be substituted for the one-hour lunch period with prior approval of the supervisor. With the approval of their supervisor and the Human Resources office, schedules of less than 40 hours per week or a shift change may be elected by staff members.

9.3 Breaks. Full-time staff members will be eligible for a 15 minute break period near the middle of each half of a normal day. Part-time staff members will be eligible for comparable break periods.

9.4 Television Operations Staff Scheduling.

- A. For purposes of assisting in the coverage of Master Control between Memorial Day and Labor Day, the University will make a sincere effort to recruit and train a pool of temporary help (students and/or temporary employees). It is anticipated that this should decrease the number of schedule changes due to the use of vacation time by television operations staff. Primarily, the temporary employees would be scheduled to work second or third shift since Television Maintenance Engineers may be able to assist in Master Control coverage on first shift. While this is a sincere effort to limit schedule changes due to summer vacations, it is not a guarantee that work schedules of the television operations staff cannot be changed.
- B. To assure coverage of Master Control during all hours of broadcasting of WGVU, not more than one staff member on any air shift will be allowed to be on vacation at one time.
- C. Pursuant to contract section 9.1, 'consultation with the directly affected staff member' shall mean a sincere effort to review the schedule changes with the directly affected staff member with as much lead time as possible. The method of 'consultation' shall be, in order of preference, 1. In person, 2. By telephone, or 3. By posting a new schedule. After posting, voluntary adjustments to the schedule can be made with approval of the supervisor. If a staff member wishes to discuss the posted schedule, they should contact their supervisor as soon as possible. It is understood that a modification of the starting time by three hours or less shall not be considered a schedule change.

9.5 Job Share Classification. The University and the Alliance agree that in unique circumstances, it may be beneficial for two staff members to enter into an agreement to job-share. A job-share position shall be defined as a full-time position shared by two bargaining unit members. Approval of a job-share shall rest with the University after consultation with the Alliance. A maximum of three job-share arrangements shall be in effect during the term of this Agreement. More may be added with the approval of the University and the Alliance. At the expiration of this Agreement, the parties will review the status of job-share arrangements and determine whether this letter of agreement should be extended, modified or terminated. For the term of this Agreement, the University and the Alliance agree that:

- A. The University shall determine a regular job-share schedule, between 40 and 60 hours in a two-week period.

- B. Individuals interested in job-sharing should contact the Human Resources office. When a job-sharing opportunity becomes available, the Human Resources office will contact those who have expressed an interest and facilitate job-share matching after application by the staff member. Job-share opportunities shall be posted.
- C. Benefits will be provided to staff members in a job-share position as follows:
1. Medical Insurance will be made available. The cost of coverage to the University shall not exceed the cost of coverage for one staff member.
    - a. If both job-share staff members do not elect coverage, each will receive 50% of the credit given to regular full and part-time staff.
    - b. If one job-share staff member elects medical insurance and the other does not: the staff member without coverage will receive 50% of the credit given to regular full and part-time staff members, the other job-share staff member will pay the cost of the credit given to the other staff member plus the cost charged to regular full and part-time staff members for the option that they select.
    - c. If both job-share staff members elect medical coverage, each staff member will pay 50% of the group cost for the plan chosen. The University will pay the remaining 50%. Group costs will change annually.
  2. Dental Insurance will be made available. The cost of coverage to the University shall not exceed the cost of coverage for one staff member.
    - a. If both job-share staff members do not elect coverage, each will receive 50% of the credit given to regular full and part-time staff.
    - b. If one job-share staff member elects dental insurance and the other does not: the staff member without coverage will receive 50% of the credit given to regular full and part-time staff members, the other job-share staff member will pay the cost of the credit given to the other staff member plus the cost charged to regular full and part-time staff members for the option that they select.
    - c. If both job-share staff members elect dental coverage, each staff member will pay 50% of the group cost for the plan chosen. The University will pay the remaining 50%. Group costs will change annually.
  3. Life Insurance will be provided equal to their base hourly rate of pay times 1040 hours.
  4. Vision Insurance will be made available to the same extent and at the same rate as is available to other University staff members.
  5. Staff members will be paid 4 hours for each approved holiday listed in section 12.1 of the Agreement.
  6. Vacation will be accrued according to the provisions for part-time staff members as

outlined in section 12.2.

7. Salary Continuation will be provided according to the provisions for part-time staff members as outlined in section 12.3.1.
  8. A Retirement Plan will be provided according to the provisions for part-time staff members outlined in the plan document.
  9. Medical Insurance for Retirees will be made available to the same extent and in the same manner as is available to other part-time University staff members.
- D. It is understood that workspace will be shared.
  - E. If requested, staff members sharing a position will coordinate vacation time and work full-time on days that the other staff member is on vacation.
  - F. The University may convert a job share position to a regular full-time position. If it does, the University will give the staff members and the Alliance a minimum of a one month notice. If the position is converted to a full-time position, the most senior staff member shall be offered the full-time position and the remaining staff member may exercise their rights under Section 8 of the Agreement.
  - G. Unless specifically addressed above, other provisions of the Agreement apply to job-share staff members.
  - H. It is expected that the staff members will work together to communicate daily work needs. It is understood that staff members, at their discretion, may need to use unpaid time before or after their regular shift, or on days they are not scheduled to work, to effectively communicate.
  - I. It is acknowledged that the rights and benefits of part-time staff members shall not be negatively impacted by the more limited benefits of job-share staff members.
  - J. No full-time position, held by an incumbent, shall be converted to a job-share if the incumbent does not wish to job-share.
  - K. Job-sharing is purely voluntary on the part of the staff member.

## **Section 10 Monetary Compensation**

- 10.1 **Basis for Pay.** Staff members shall be paid in accordance with the table in Appendix A Wages. A staff member's rate shall be determined based on the position title and the compensation classification level to which that position is assigned. The staff member's established rate of pay shall be used in determining overtime pay, lost time, group life insurance premiums and other staff benefits.
- 10.2 **Rates for Jobs.** Should a staff member believe that they are improperly placed on the wage schedule, they should contact the Human Resources office for review and resolution. If the issue is not resolved after connecting with Human Resources, then relief may be sought through the

grievance procedure. The University shall have the right to alter or amend position descriptions and create and eliminate positions. The Alliance shall be notified when such changes are made and shall have the right to negotiate the rate for the new and/or substantially amended position. Should the University and the Alliance fail to reach agreement on the new rate, the dispute shall be submitted to arbitration for resolution. The arbitrator will be empowered to assign it to an existing classification level on the basis of the relative value of the new or substantially changed position in comparison with the existing positions. The grievance on such a dispute must be filed in writing within 10 calendar days after failure to reach agreement through negotiation. If the Alliance has not objected to the proposed rate for a new or substantially amended position description within 20 days after it was submitted to the Alliance, agreement shall be assumed.

10.3 Change in Position. Staff members changing positions will be placed in the classification level of the position, effective with the date of change. Step placement will be maintained regardless of the number of classification level ranges changed.

10.4 Classification Review. Grand Valley State University and APSS shall jointly determine the review assessment survey instrument. For the purposes of this section, 'Assessment Team' shall consist of one representative from the Human Resources office and the Alliance Vice President. For the purposes of this section, 'Joint Review Committee' shall consist of two representatives from the Human Resources office and two representatives from the Alliance. Assessment Team members shall not serve on the Joint Review Committee. Bargaining unit members may request a review of their classification once per calendar year.

Bargaining unit members or supervisors may request review of the assigned classification of a position. If initiated by the staff member, they may contact the APSS Vice President to discuss information regarding the process and the Job Analysis Questionnaire. The Human Resources office may also provide information regarding the process and the Job Analysis Questionnaire.

The staff member shall complete the Job Analysis Questionnaire and submit to their supervisor for review. The staff member or supervisor may submit the completed Job Analysis Questionnaire with a proposed updated position description and any other documentation that supports the request. The Assessment Team will request a meeting with the staff member and supervisor to review and discuss the completed Job Analysis Questionnaire and any other materials provided related to the reclassification request. If the Assessment Team believes that a job site visit is warranted, they will schedule a time for a joint site visit. The scored survey instrument and supporting rationale from the Assessment Team shall be shared with the staff member and supervisor. The classification review shall be completed within 45 working days, unless the Assessment Team mutually agrees to an extension.

After receiving the survey results, the staff member or supervisor may choose to meet with the Assessment Team for additional input. The staff member or supervisor may appeal the decision to the Joint Review Committee. The Joint Review Committee shall consider the appeal and make a final determination on the classification of the position. If the Joint Review Committee is not able to reach a consensus, the University will decide on the classification. The Alliance may appeal that decision through the arbitration procedure of the collective bargaining agreement.

10.5 Payment. All compensation shall be based only on time worked or on the application of appropriate staff benefits. Staff members shall receive regular paychecks bi-weekly, no later than the middle of the second week following completion of a bi-weekly pay period. Deductions from that check shall include only items authorized in writing by the staff member or required by law, or required by this Agreement and permitted by law, or money to which the staff member was not entitled.

10.6 Overtime Pay. All staff members will receive overtime pay at the rate of one and one-half their hourly rate for hours worked in excess of 40 hours per week.

The supervisor will not mandate modified working schedules in an effort to avoid overtime.

Hours normally scheduled but not worked because a staff member is on a holiday or a vacation or salary continuation shall be treated as hours worked for the purpose of computing overtime pay.

10.7 Call-In Duty. A staff member reporting for call-in duty at the University's request, for work which is outside of and not continuous with the normal shift shall be guaranteed three hours pay or three hours work at the rate of one and one-half times their equivalent hourly rate.

10.7.1 Commencement. Those staff members who are required to work Commencement Ceremonies outside their normal work hours, will be guaranteed a minimum of three hours work on that day at the appropriate rate of pay (e.g., overtime pay where applicable). The staff member also may be required to work more than three hours. If the staff member wishes to work less than three hours, they may work less with the approval of the supervisor. Those staff members granted approval to work less than three hours will be paid for hours actually worked at the appropriate rate of pay (e.g., overtime pay where applicable).

10.8 Shift Differential. Staff members who work on the second or third shift shall receive, in addition to their base rate of pay, \$0.40 per hour and \$0.50 per hour respectively. Such differentials are to be added to the total wages and does not increase the base rate of pay and will be paid for all hours worked on a shift. A person shall be deemed to be working on the shift in which the majority (50% or more) of their hours worked fall on that day

For the purposes of this section, the shifts will be as follow:

1st Shift            8:00 a.m. - 4:00 p.m.

2nd Shift            4:00 p.m. - Midnight

3rd Shift            Midnight - 8:00 a.m.

10.9 Premium Pay. In no case shall premium pay be paid twice for the same hours worked, except that shift differential shall not be considered to be premium pay for this purpose. In the event that two or more premium pay provisions apply to the same hours worked, the highest premium rate shall determine the amount paid.

10.10 Rate of Position. Staff members will be paid an established rate within the classification level to which the position is assigned, typically beginning at step 1. Determination of credit above step 1

will be based upon factors such as experience, track record of performance, demonstrable skill set, or other desired attributes. The Alliance President shall be notified in writing of each new staff member and the step credit granted.

The University retains the right to hire any applicant at any collectively bargained step within the classification level for the posted position. On rare occasions, credit above step 3 will be considered in consultation with Human Resources, the Appointing Officer, and APSS leadership.

Rehired staff members shall be given full step credit for all previous experience at the University, if they are rehired within 18 months into the same or lesser classification as their previous classification.

## **Section 11 Leave of Absence**

- 11.1 Family and Medical Leave Act. The Family and Medical Leave Act will be followed in approving a Leave of Absence. Contract provisions that provide greater benefits than the Family and Medical Leave Act will be followed.
- 11.2 Staff Members on Leave of Absence. Staff members on a leave of absence of more than one month shall be entitled to purchase health and/or dental and/or life insurance benefits at the group rate. Such staff members shall be placed in their previous position, if available, or if not, in the first available position, if qualified, that is substantially equivalent (i.e., same classification, similar hours) to their previous position.
- 11.3 Salary Continuation and Short-Term Disability. A staff member on salary continuation or short-term disability shall be entitled to return to their previous position provided that they are released to return to their position within six months from staff members last day worked. The University will continue benefits for staff members receiving salary continuation or short-term disability pay.
- 11.4 Extended Sick Leave. When a staff member's salary continuation and short-term disability pay have been exhausted, the staff member may request to be placed on extended sick leave if the staff member continues to be unable to perform the duties of their position due to the illness or accident. Such request must be made 30 days prior to the expiration of short-term disability payments. The Human Resources office shall notify the staff member of the imminent exhaustion of short-term disability pay in time for the staff member to meet the 30 day request notice as specified above. Extended sick leave may continue for up to 18 months from the staff member's last day worked. The time period may be extended by mutual agreement of the University and the Alliance. If the staff member is released to return to work during their extended sick leave, they will be offered the next available position for which they are qualified. Such position shall be equal in hours to the position previously held, unless otherwise agreed between the University, the staff member, and the Alliance. The University will pay the cost of COBRA medical coverage during the first 12 months of extended sick leave.
- 11.5 Leave of Absence Without Pay. A leave of absence without pay may be granted to a staff member for personal reasons for a period of up to six months. A request for a leave of absence shall be submitted in writing, to the Human Resources office, stating the reason for the request. The conditions under which the leave is granted shall be specified by the University. Special consideration shall be given to childcare requests, and extensions beyond six months may be granted by the University on a case-by-case basis depending on need. A leave of absence for

less than one month will be considered as lost time and is subject to the approval of the supervisor.

## **Section 12 Staff Benefits**

12.1 Holidays. The approved holidays for the term of this Agreement are listed below (including the Friday preceding any listed holiday which falls on Saturday and the Monday following any listed holiday which falls on Sunday). The holidays are:

New Year's Day	Thanksgiving Day
Martin Luther King Jr. Day	Day following Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve

Up to four closure holidays scheduled during the Winter break if the University is officially closed.

Staff members wanting time off to observe a religious holiday may use lost time or a vacation day, at their discretion, by advance arrangement with their supervisor.

When a holiday falls on a Saturday, causing the Friday to also be considered a holiday, only one day's holiday pay will result, likewise when a holiday falls on a Sunday, causing the Monday to also be considered a holiday.

For staff members working an alternative schedule other than Monday-Friday, the paid holidays will be adjusted within the same week after consulting with the staff member's supervisor.

Should any GVSU staff member group add a paid holiday(s) in addition to those noted in section 12.1 of this Agreement, such holiday(s) will be added to those paid holidays identified in section 12.1.

12.1.1 Work on a Holiday. If a staff member works on an approved holiday, in addition to holiday pay the staff member will be compensated at the rate of two times their regular hourly rate for all hours worked on the holiday.

If a staff member works on an approved closure holiday, in addition to closure holiday pay the staff member will be compensated at the rate of one and one-half times their regular hourly rate for all hours worked on the closure holiday.

Every effort should be made by supervisors to provide at least seven days' notice to the staff member of the need to work on a holiday or closure holiday.

In the event that insufficient numbers of staff members volunteer, the staff members of the classification required who are familiar with and qualified for the work to be done with the least seniority will be required and obligated to perform such work.

- 12.1.2 Eligibility for Holiday Pay. A staff member will be eligible for a holiday with pay, provided the staff member:
- A. Is a regular or probationary full-time or part-time staff member on the day of the holiday;
  - B. Worked all of the hours of their last scheduled work day prior to and all of the hours of their next scheduled work day after the holiday unless absent with a contractually acceptable excuse, (i.e., approved lost time, salary continuation, vacation, jury duty or snow day);
  - C. Is not receiving short-term disability, long-term disability, workers' compensation, or is on an unpaid leave of absence or layoff at the time of the holiday;
  - D. Worked on the holiday if scheduled to work on that day, unless excused by their supervisor.
  - E. Is not an academic year staff member who is on their scheduled break at the time of the holiday.
- 12.1.3 Holiday Pay. Holiday pay shall be eight hours if full-time or four hours if part-time, at the staff member's hourly rate. Staff member and supervisor will work together to adjust for the holiday to not exceed their normal scheduled hours for the week.
- 12.2 Vacation.
- 12.2.1 Allowance and Accrual.
- A. Accrual. Regular full-time and regular part-time staff members accrue .077 hours of vacation time for each hour worked for up to a total of 20 vacation days annually. In the event that the staff member leaves the University prior to accruing the actual number of vacation hours used, the balance shall be deducted from their final paycheck. Academic year staff members and full-time staff members working a schedule of less than 40 hours (as of October 1, 2002) shall be made whole in terms of vacation accrual.
  - B. Vacation Carry-Over. No more than 200 hours (100 for part-time staff members) of earned vacation may be carried over from one calendar year to the next calendar year. In the event that workload or staffing issues preclude the staff member from utilizing their accrued vacation days during the calendar year, such staff member may submit a request to the Human Resources office specifying the circumstances necessitating carrying over more than 200 hours per year. Such requests will be considered on an individual basis. If it is determined that business circumstances beyond the staff member's control precluded the use of vacation time, they will be permitted to carry over additional vacation hours. Staff members are responsible for monitoring and requesting vacation in order to make full use of this benefit.
- 12.2.2 Use of Vacation Time.
- A. The use of vacation time is recognized by the Alliance and the University as a mutual benefit for both staff members and the University.
  - B. Vacation time may be used as soon as a staff member has completed six months of



employment.

- C. Supervisors will make every effort to accommodate requests to use vacation time. Vacation requests may be denied based on the needs of the department. Seniority shall determine who can use vacation time when limitations are required on usage in that department, unless the vacation was previously approved by the supervisor. When a request to use vacation time is denied, supervisors will work with the affected staff member to ensure that the requested use of vacation can be accommodated on alternative dates at the convenience of both the staff member and the department.
- D. A request for the use of vacation time shall generally be submitted at least 20 working days in advance of the beginning of the vacation time. A response shall be made within 10 working days of the request. If no response is received within 10 working days the request is considered to be granted. Operating unit supervisors will be entitled to request a tentative vacation schedule early in each calendar year.
- E. Staff members shall receive compensation for accrued but unused vacation, up to 160 hours, upon leaving the employ of the University provided that the staff member gives at least two weeks' notice of their intention to leave. Vacation time shall not be used to continue employment beyond the last day worked for the University.
- F. One 'personal vacation' day (available in no less than 2-hour increments) per staff member per calendar year may be taken out of accrued vacation time.
  - 1. Staff must notify their supervisor prior to the end of the staff member's shift on the day prior to the requested 'personal vacation' day.
  - 2. No more than one employee per supervisor per day may use a "personal vacation" day without supervisor approval. More staff may use accrued vacation time with supervisor approval.
  - 3. 'Personal vacation' days shall generally not be taken during department designated lockout or blackout days.
  - 4. No 'personal vacation' days during GVSU unusual or emergency situations.

### 12.3 Income Protection.

- 12.3.1 Salary Continuation. Regular full-time staff members who have completed six months of employment shall have the first 10 working days of any disability fully paid. Regular full-time staff members who have completed one year of employment shall have the first 20 working days of any disability fully paid. Eligibility for a full 10 or 20 days of salary continuation shall be restored for any disability after the staff member has returned to work for five full consecutive working days. Probationary full-time staff members will be eligible for a maximum of 40 hours of salary continuation during their first six months of employment. Regular part-time staff members will only receive salary continuation for the actual number of hours missed due to a disability up to a maximum of 40 working hours per calendar year. Working hours are defined as the number of hours the part-time staff member is scheduled to work.

### 12.3.2 Provisions Regarding Salary Continuation.

- A. All PSS Staff members must meet their employment obligation of regular and reasonable attendance. It is clearly intended that sick leave as herein provided is primarily intended to protect the income of staff members while disabled and that no use of sick leave may be used beyond what is considered reasonable. Intentional misuse of the benefit may result in the denial of salary continuation usage in that instance and disciplinary action up to and including termination.
- B. The staff member shall notify their supervisor of an absence in advance and shall state the expected duration thereof when possible.
- C. If requested by the University, acceptable proof shall be furnished regarding the need for the absence. The University will then determine whether the reason qualified for use of salary continuation.
- D. Engagement in other employment or profit-making activities while collecting salary continuation may result in the denial of salary continuation usage in that instance and disciplinary action up to and including termination.
- E. Human Resources will review salary continuation usage. Typically, it will occur in June and December of each year. If usage exceeds 48 hours in a given 6-month period the Human Resources Representative will discuss the results of the salary continuation review with the Alliance President and Chief Alliance Steward prior to communicating with the affected supervisors. Supervisors may have a conversation with the PSS staff member regarding usage of salary continuation to determine if further resources or actions are necessary. If no plan of action has been agreed upon, then a representative from the Human Resources office and the Chief Alliance Steward, or designee, may convene to outline the action with the supervisor and PSS staff member.

### 12.3.3 Usage of Salary Continuation.

- A. Staff member or staff member's child, spouse, household member, parent, or parent-in-law's (living in the staff member's household) illness or injury, hospitalization and appointment pertaining to health.
- B. Impending death of staff member's parent-in-law to a maximum of three working days, if needed.
- C. Bereavement for the death of staff member's spouse, child, mother father, brother, sister, 'step' of the previous, in-laws (father, mother, brother, sister, daughter, son), grandparent, grandchild, spouse's grandparent, spouse's grandchild, foster child, or an adult who stood in loco parentis to the employee during childhood to a maximum of five working days, if needed. Extension may be granted in extenuating circumstances by the Human Resources office.
- D. Attendance at a funeral of a relative other than above (maximum of one day).
- E. With the supervisor's approval, a staff member may be released from work for that part of

that day needed to attend the funeral of a staff member of the University.

- F. Staff members may use salary continuation for days the University is officially closed. Reasonable identification of essential staff will be made by the supervisor. A maximum of 16 hours may be used by each eligible staff member per calendar year, when severe weather creates a hardship preventing the staff member from working, subject to the provisions of 12.3.2.
- 12.3.4 Short-Term Disability. The University shall continue to provide regular full-time staff members with short-term disability insurance for those absences caused by illness or injury for a period longer than 20 days and less than six months, subject to the conditions of the master policy. The benefit formula in the master policy (75% of the base weekly rate, no maximum) shall not be reduced for the term of this Agreement.
- 12.3.4.1 Short-Term Disability Pool. The University recognizes that employees may have a family medical emergency or be affected by a major disaster, resulting in a need for additional time off in excess of their available salary continuation and vacation time. All eligible staff members will be allowed to donate accrued vacation hours from their unused balance into a bargaining unit short-term disability pool.

For the purposes of this section, a 'medical emergency' is defined as a medical condition of the staff member that will require an extended absence from work and will result in a loss of income due to the exhaustion of all paid salary continuation and vacation time available.

For the purposes of this section, a 'major disaster' is defined as a disaster declared by the President of the United States under §401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, or as a major disaster or emergency declared by the President of the United States pursuant to 5 U.S.C. §6391 for federal government agencies. A staff member is considered to be adversely affected by a major disaster if it has caused severe hardship to the staff member that will require an extended absence from work and will result in a loss of income due to the exhaustion of all paid salary continuation and vacation time available.

A staff member may voluntarily elect to transfer any vacation accrued over 160 hours into the short-term disability pool in order to enable staff members on short-term disability to replace some of the lost wages. The hours transferred will be deducted from the vacation balance of the employee donating the hours. An APSS Vacation Transfer Authorization Form must be completed and submitted to the Human Resources office for each transfer requested. Donations of vacation hours to the short-term disability pool must be made in a minimum of one-hour increments. APSS Vacation Transfer Authorization Forms will not be accepted during the month of December due to year end processing. Staff members may not borrow against future accrued vacation time to donate. Staff members who are currently on an approved leave of absence may not donate vacation hours to the short-term disability pool.

An APSS Short-Term Disability Request Form must be completed and submitted to the Human Resources office to request this benefit. Staff members requesting vacation hours from the short-term disability pool will be paid the hours at the recipient's rate of pay. The staff member receiving hours from the short-term disability pool can receive no more than the equivalent of 80 hours of pay per pay period. Staff members will be required to use all of their accrued vacation hours to supplement short-term disability pay before drawing additional time from the short-term disability

pool. The total number of hours paid to a staff member on short-term disability will not exceed 255 hours in any calendar year. The identity of the recipient of vacation hours from the short-term disability pool will not be disclosed.

The University will notify the Alliance President when a maximum of 2,550 vacation hours have been donated to the short-term disability pool. The University will notify the Alliance President when a minimum of 255 vacation hours remain in the short-term disability pool. Any donated, but unused vacation hours in the short-term disability pool, up to the maximum, shall be carried over to the next calendar year.

12.3.5 Long-Term Disability. The University shall continue to provide regular full-time staff members a program of long-term disability for those absences caused by illness or injury for a period longer than six months, subject to the conditions of the master policy. Benefits shall not be reduced for the term of this Agreement.

12.3.6 Disability Retirement Credit. The University shall provide for continued participation in the appropriate University's retirement program for any eligible staff member receiving benefit units under its disability program.

#### 12.4 Retirement.

12.4.1 Retirement Plan. The staff members covered by this Agreement shall be eligible to participate in the Professional Support Staff Employees' Retirement Plan, as amended, for the term of this Agreement. This Defined Benefit Plan shall not be terminated or amended so as to adversely affect the rights and/or benefits of any participant during the term of this Agreement, except as may be required by law. Staff members hired after February 1, 2006 will become members of the Defined Contribution Plan.

For members of the Defined Benefit Plan effective January 1, 2003, the University will implement an early retirement incentive. Staff members between the ages of 55 and 62 years old may elect early retirement with a reduction factor of .0025. Those staff members who do not elect retirement between 55 and 62 will be subject to the .004 reduction factor.

The staff member contribution for the Defined Benefit Plan will be 5% for the term of this Agreement. The University's contribution for the Defined Contribution Plan will be 8%. Staff members may contribute an additional 1% or 2% to the Defined Contribution Plan. This staff member contribution will be matched by the University. If economic/business conditions deteriorate to levels that threaten the compensation and/or employment of APSS staff members, the terms regarding funding of retirement benefits may, upon mutual agreement, be re-examined.

12.4.2 Medical Insurance for Retirees. The University will make available a medical insurance plan for official retirees hired prior to January 1, 2014 in the same manner and on the same basis as it applies to the University's other officials and retirees.

An official retiree (including early retirees) for purposes of this benefit will be defined as any regular staff member who is employed by the University at the time of retirement, who is vested in a University sponsored retirement plan and whose years of University service and age total a minimum of 75. Coverage for the spouse or household member of the retiree or early retiree is available on the same basis as for other University official retirees.

Grand Valley State University and the APSS agree that should the University offer retiree prescription drug coverage to any employee group on campus during the life of this Agreement, such coverage will also be offered to current APSS staff members. Such coverage will also be offered to any retired member who elected retirement during the life of the Agreement. This is in addition to the current NPAY prescription discount program that is available for all GVSU retirees.

The University retains the right to modify or terminate this plan upon reasonable notice to staff and retirees and provided that the changes are the same for each staff member group. The University will notify the APSS of and discuss with the APSS changes prior to making the change.

12.5 Insurance.

12.5.1 Benefits Committee. The University will meet quarterly with the Union Insurance Committee. Purposes of meeting are for the Union and the University to inform, obtain input and options, share wellness initiatives, discuss the University's costs of health insurance plan, etc. APSS representatives to the committee shall be selected by their Executive Board. At least once each academic semester, the University will invite representatives from each staff group at GVSU to the same meeting to discuss GVSU's health insurance (APSS, POAM/COAM, AFSCME, Confidential PSS, AP, and Faculty).

12.5.2 Health. The University shall make available health insurance to the staff members covered by this agreement to the same extent and in the same manner and at the same staff member costs as is available to other University staff members, such as Faculty and the Executive, Administrative and Professional Staff members. It is the University's goal to have the same health insurance plans offered uniformly to all University groups and staff members.

A benefit eligible part time staff member whose normal schedule averages between 21 and 29 hours per week and hired after September 30, 2017 will not be eligible for health benefits. Part time staff members in a benefit eligible part time position prior to October 1, 2017 will be offered the opportunity to retain their health benefit by paying 50% of the University cost of those benefits.

The University retains the right to make changes to the health insurance plans it offers provided that the changes are the same for each staff member group. The University will notify the APSS of and discuss with the APSS changes prior to making the change.

12.5.3 Dental. The University shall make available dental insurance to the staff members covered by this Agreement to the same extent and in the same manner and at the same staff member costs as is available to other University staff members, such as Faculty and the Executive, Administrative and Professional Staff members. It is the University's goal to have the same dental insurance plan(s) offered uniformly to all University staff member groups and staff members.

12.5.4 Life. The University shall continue to make available a group life insurance program. The program shall be the same basic program as applicable to the University's other staff members. The minimum life and accidental death and dismemberment insurance amount will be an amount equal to base salary.

12.5.5 Vision. The University shall make available vision insurance to the staff members covered by this agreement to the same extent and in the same manner as is available to other University

staff members, such as Faculty and the Executive, Administrative and Professional Staff members. It is the University's goal to have the same vision insurance plan(s) offered uniformly to all University staff member groups and staff members.

12.6 Uniforms. The University agrees to provide working uniforms without cost to the staff members, if they shall be required.

12.7 Workers' Compensation. In case of injuries compensable under workers' compensation, salary continuation may be charged to the extent that these payments fail to equal the staff member's regular earnings. Total payments shall not exceed an amount equal to 20 days of salary per disability. The exhaustion of salary continuation shall have no impact on the duration of workers' compensation.

Work-related injuries or illness must be reported to the Human Resources office and the supervisor as soon as possible, normally within 24 work hours, after the injury or illness has been sustained by the staff member or as soon as possible after the injury or illness has become known to the affected staff member. The staff member shall complete a Workers' Compensation Injury Report form and return it to the Human Resources office.

If the employee is released to return to work within the six months of workers' compensation leave, they will be returned to their former position. If the employee is able to return to work within the first 12 months of extended sick leave (within 18 months of the last day worked), the employee will be offered the next available position for which they are qualified. Such position shall be equal in hours to the position previously held, unless otherwise agreed between the University, the staff member, and the Alliance. The University will continue to pay the medical coverage premium, but the staff member is responsible for their portion of the premium for their elected coverage.

12.8 Tuition Reduction Programs.

12.8.1 Academic Participation for Staff and Retirees. A regular staff member may, with approval of their supervisor, enroll in Grand Valley State University courses tuition free, one of which may be taken during working hours each fiscal year. With the supervisor's approval, a staff member may take a second course during the staff member's lunch hour provided that travel and attendance at the class does not exceed their lunch hour. Staff members who take a class during lunch are not permitted to take additional paid time to eat lunch. If additional time is needed to attend the course and the supervisor approves, it must be made up during the same workday, taken as lost time, or taken as vacation. Retirees may enroll with the approval of the Human Resources office. The materials describing the program are available through the Human Resources office.

12.8.2 Reduced Tuition for Spouses, Household Members, and Eligible Dependents of Staff and Retirees. Spouses, household members, and eligible dependents of regular staff members and retirees are eligible for a 50% reduction of their tuition costs for all Grand Valley State University courses. Spouses, household members, and eligible dependents of regular staff members and retirees who use this benefit are subject to the admission and academic requirements of the University. The materials describing the program are available through the Human Resources office.

12.9 Alliance Leave. A fund of 200 hours per contract year may be used to pay Alliance members for

grievance processing, attending meetings and other Alliance activities necessitating time away from work. Such activities, other than grievance processing, require one-week prior notice to the staff member's supervisor. Alliance members must obtain proper authorization from their supervisor(s) before they absent themselves from their work area. Such authorization shall not be unreasonably delayed.

- 12.10 Identification. Each staff member will be issued a form of GVSU identification, which must be surrendered upon termination. This shall be used as identification when borrowing library books, for admission to free concerts and free athletic events, and other occasions requiring identification.
- 12.11 Attendance at Community Events. The University encourages members of the Professional Support Staff to participate in the University's community events not directly job-related during office hours whenever such attendance does not unreasonably interfere with the ongoing work. Different events will appeal to different segments of the staff and not every person who desires may attend. It is the intent of the University to allow each Professional Support Staff member to use up to 8 hours per year for such events. Each staff member must have their supervisor's permission. Participation beyond the 8 hours during office hours may be arranged through the supervisor with the use of an appropriate amount of vacation or lost time.
- 12.12 Jury Duty. A staff member who loses time from their assigned responsibilities because of jury duty will receive the difference between pay for jury duty and regular pay, provided the staff member works as much as possible when not on jury duty.
- 12.13 Pay for Military Duty. A staff member who loses time from work during their regular schedule of hours because of military training as a reservist or National Guardsman or due to a civil disturbance, not exceeding 4 weeks per year, shall be paid the difference between their base military pay and their regular pay.
- 12.14 Travel Expense Reimbursement. If a staff member is authorized by the University to travel off-campus, the staff member will be reimbursed for expenses at a rate and in the same manner consistent with the Grand Valley State University Travel Policy. Staff members who use their own personal vehicles for University business shall be reimbursed for mileage in the same manner consistent with the Grand Valley State University Travel Policy. (Note: This shall include travel between the Allendale Campus and other Grand Valley State University sites.)
- 12.15 The Family and Medical Leave Act. The Family and Medical Leave Act will be followed in administering benefits. Contract provisions that provide greater benefits will be followed.
- 12.16 Personal Leave. In the event that any staff member group is granted personal leave time, the bargaining staff members covered by this Agreement shall be granted an equal amount of personal leave to be used in accordance to the usage provisions as outlined for all staff member groups. The notice requirements shall be specified for other staff member groups after consultation with APSS leadership.

### **Section 13 Miscellaneous Provisions**

- 13.1 Safety. Staff members are expected to observe all safety procedures and rules, use any designated safety equipment in the performance of their jobs, use care in their work to minimize

hazards to themselves and to others, and to report unsafe conditions to their supervisor, Human Resources, or Facilities Services. Any injuries occurring on the job must be reported to the supervisor immediately. The University will take reasonable steps to investigate and remedy unsafe conditions which have been reported. The University recognizes its obligation to follow all federal and state laws and regulations.

- 13.2 Complete Agreement. It is the intent of the University and the Alliance that the provisions of this Agreement supersede all prior agreements and understandings, oral and written, expressed or implied, and shall govern the entire relationship for the length of this Agreement. The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto. In the event that any provision of this Agreement shall, at any time, be held to be contrary to law by such ruling is overturned. However, all other provisions of this Agreement shall continue in effect. The University and the Alliance agree to discuss the effect of any legally negated provision.
- 13.3 Evaluation. If an evaluation procedure is used, the electronic evaluation will be shown to the staff member before it is placed in the personnel file. Staff members will be permitted to comment on the evaluation and may include a written response in the file. Bargaining unit members will be informed of the general context upon which they will be evaluated. Evaluations are not subject to the grievance procedure unless the University chooses to use them as support for a disciplinary process.
- 13.4 Personnel Files. At reasonable times a Bargaining Unit member shall have the right to review the contents of their personnel file, excluding initial references of the University pertaining to said individual originating prior to initial employment. Such review shall be limited to 3 times per year, except when a grievance involves a Bargaining Unit member. Any evaluative material originating after probation shall not be placed in a Bargaining Unit member's personnel record or file unless they have been given a copy of said material. The Bargaining Unit member may submit a written notation regarding such material. If a Bargaining Unit member is requested to sign material to be placed in their file, such signature shall be understood to indicate their awareness of the material but, in no instance, shall said signature be interpreted to mean agreement with the material's content.
- 13.5 Parking. The University will provide open parking to staff members covered by this Agreement. It is the University's intent to provide open parking as near to the staff member's work area as possible, consistent with current practices.
- Discipline for job-related parking violations shall be subject to the 'just cause' provisions of this Agreement.
- 13.6 Municipal Taxes. The University and the Alliance recognize that staff members may be subject to municipal taxes (e.g., Grand Rapids City Income Tax). Professional Support Staff members will be treated in the same manner as all other University staff members with respect to municipal taxes.
- 13.7 Technology. In the event that the expansion of new technology makes skills obsolete, the University agrees to make reasonable efforts to make available training opportunities to staff members to improve existing skills or develop new skills so that staff members may better serve the needs of the University. Nothing in this Agreement shall be construed to limit the University's



right to introduce new electronic technology.

- 13.8 Employee Assistance Program. If the University continues to offer a Employee Assistance Program (EAP), staff members covered by this Agreement will be eligible to participate. The primary objective of such a program is to provide an opportunity both for effective assistance and treatment of individuals in need of help, and for a more effective way of helping staff members who are experiencing personal problems. Involvement in the EAP will not jeopardize job security and/or organizational advancement. All problems and records handled through this program will be treated in a strictly confidential manner.
- 13.9 Drug-Free Schools/Workplace. The Drug-Free Schools and Communities Act Amendments of 1989 and the Drug Free Workplace Act of 1989 requires that the University adopt and implement a program to prevent the illicit use of drugs and the abuse of alcohol by students, faculty and staff, and to provide a drug free workplace. Staff members covered by this Agreement are subject to the University's Drug-Free Schools and Communities Act Amendments of 1989 and Drug Free Workplace Act of 1989 policy.
- 13.10 Professional Support Staff Teaching and Presenting Programs. At various times Professional Support Staff may be asked to present various training programs (e.g., Academic Computing and Instructional Technology programs) outside of their identifiable duties and responsibilities during their regularly scheduled work hours. If a staff member is asked on occasion to present a program and volunteers, they will be permitted to do so without it affecting the status or compensation of a Professional Support Staff member's position.

If a Professional Support Staff member volunteers to teach a course on an adjunct basis to present a program for compensation during regularly scheduled hours, they will take lost time or vacation time for those hours and those hours will be considered outside the scope of their regular Professional Support Staff position. In no case will Professional Support Staff members receive their regular compensation and 'special' compensation for teaching or presenting programs during their regular working hours.

## **Section 14 Ratification, Termination and Modification**

- 14.1 Negotiations Procedure. Upon written notice given by one party to the other at least 30 days in advance, negotiations for a successor agreement will begin. The Alliance and the University agree to negotiate over a successor agreement in good faith and make an effort to set the hours, wages, terms and conditions of employment for the members of the Bargaining Unit. An Agreement so reached shall be put in writing, signed by the University and the Alliance and all shall apply to the entire Bargaining Unit.
- 14.2 Notification. Notice shall be in writing and shall be sufficient if sent by certified mail and addressed, if to the Alliance to the President and if to the University, addressed to the Associate Vice President for Human Resources, Grand Valley State University, or any such address as the Alliance or the University may make available to each other.
- 14.3 Termination. This Agreement shall become effective as of October 1, 2021 and continue in effect until September 30, 2025.

**IN WITNESS WHEREOF, THE PARTIES HAVE SET THEIR HANDS:**

**Date Signed: September 22, 2021**

**For the Alliance:**

**For the University:**

-s-  
\_\_\_\_\_  
Negotiations Chairperson

-s-  
\_\_\_\_\_  
Associate Vice President for Human Resources

-s-  
\_\_\_\_\_  
Negotiations Committee

-s-  
\_\_\_\_\_  
Director of Staff Relations

-s-  
\_\_\_\_\_  
Negotiations Committee

-s-  
\_\_\_\_\_  
Human Resources Specialist

-s-  
\_\_\_\_\_  
Negotiations Committee

-s-  
\_\_\_\_\_  
Bargaining Team Member

-s-  
\_\_\_\_\_  
Negotiations Committee

-s-  
\_\_\_\_\_  
Bargaining Team Member

-s-  
\_\_\_\_\_  
Bargaining Team Member

-s-  
\_\_\_\_\_  
Bargaining Team Member

## APPENDIX A WAGES

10/1/21 TO 9/30/22

Effective, October 1, 2021, staff members will be placed on the following wage schedule based on the staff members' current classification level. Step placement will be determined by advancing each staff member one step from their existing step as of September 30, 2021.

### CLERICAL

Step	C1	C2	C3	C4	C5
1	15.74	16.81	17.86	20.17	22.15
2	16.56	17.66	18.75	21.25	23.30
3	17.49	18.75	19.99	22.52	24.66
4	19.54	20.87	22.22	24.92	27.44
5-9	20.03	21.39	22.78	25.54	28.13
10-15	21.13	22.57	24.03	26.94	29.68
16+	21.55	23.02	24.51	27.48	30.27

### TECHNICAL

Step	T1	T2	T3	T4
1	18.32	19.87	21.71	23.53
2	19.37	20.93	22.80	24.66
3	19.99	21.56	23.43	25.47
4	22.05	24.04	26.09	28.24
5-9	22.60	24.64	26.74	28.95
10-15	23.84	26.00	28.21	30.54
16+	24.32	26.52	28.77	31.15

### ENGINEERING

Step	E1	E2	E3	E4
1	27.05	29.34	31.27	33.86
2	28.45	30.95	32.99	35.61
3	30.05	32.62	34.78	37.61
4	31.64	34.29	36.56	39.60
5-9	32.43	35.15	37.47	40.59
10-15	34.21	37.08	39.53	42.82
16+	34.89	37.82	40.32	43.68

#### October 2022, 2023, and 2024 Wage Schedules

\*0-3% depending on AP/Faculty salary adjustment program. If it is at least 3%, then 3%. If AP/Faculty salary adjustment program is less than 3%, then that percentage is added to all steps. Step advancement occurs.

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